



General Assembly

February Session, 2002

**Amendment**

LCO No. 5007

\*HB0557505007HD0\*

Offered by:

REP. DONOVAN, 84<sup>th</sup> Dist.  
REP. GONZALEZ, 3<sup>rd</sup> Dist.  
REP. HYSLOP, 39<sup>th</sup> Dist.  
REP. METZ, 101<sup>st</sup> Dist.  
REP. NYSTROM, 46<sup>th</sup> Dist.  
REP. MARTINEZ, 95<sup>th</sup> Dist.  
REP. MCCLUSKEY, 20<sup>th</sup> Dist.  
REP. SAYERS, 60<sup>th</sup> Dist.  
REP. WALKER, 93<sup>rd</sup> Dist.

REP. LAWLOR, 99<sup>th</sup> Dist.  
REP. AMANN, 118<sup>th</sup> Dist.  
REP. MIKUTEL, 45<sup>th</sup> Dist.  
REP. REINOSO, 130<sup>th</sup> Dist.  
REP. WINKLER, 41<sup>st</sup> Dist.  
REP. MARTINEZ, 128<sup>th</sup> Dist.  
REP. CARUSO, 126<sup>th</sup> Dist.  
REP. O'ROURKE, 32<sup>nd</sup> Dist.  
REP. URBAN, 43<sup>rd</sup> Dist.

To: Subst. House Bill No. 5575

File No. 100

Cal. No. 82

**"AN ACT PROTECTING DISPLACED WORKERS."**

1 Strike everything after the enacting clause and insert the following  
2 in lieu thereof:

3 "Section 1. (NEW) (*Effective July 1, 2002*) (a) (1) "Awarding authority"  
4 means any person, including a contractor or subcontractor, who  
5 awards or otherwise enters into a contract to perform food and  
6 beverage services at Bradley International Airport.

7 (2) "Contractor" means any person who enters into a service contract  
8 with the awarding authority and any subcontractors to such service  
9 contract at any tier who employs ten or more persons.

10       (3) "Employee" means any person engaged to perform services  
11 pursuant to a service contract, but does not include a person who is (A)  
12 a managerial, supervisory or confidential employee, including any  
13 person who would be so defined under the federal Fair Labor  
14 Standards Act, or (B) employed for less than fifteen hours per week.

15       (4) "Person" means any individual, proprietorship, partnership, joint  
16 venture, corporation, limited liability company, trust association or  
17 other entity that may employ or enter into other contracts, including  
18 the state and its political subdivisions.

19       (5) "Service contract" means a contract for the performance of food  
20 and beverage services at Bradley International Airport, let by the  
21 awarding authority (A) after July 1, 2001, and before July 1, 2002,  
22 provided the successor contractor had actual knowledge of the  
23 pendency in the General Assembly of proposed legislation with  
24 content similar to this act, or (B) on or after July 1, 2002.

25       (6) "Successor service contract" means a service contract with the  
26 awarding authority under which substantially the same services to be  
27 performed have previously been rendered to the awarding authority  
28 as part of the same program or at the same facility under another  
29 service contract or have previously been rendered by the awarding  
30 authority's own employees.

31       (7) "Terminated contractor" means a contractor whose service  
32 contract expires without renewal or whose contract is terminated, and  
33 includes the awarding authority itself when work previously rendered  
34 by the awarding authority's own employees is the subject of a  
35 successor service contract.

36       (b) Each contractor and awarding authority that enters into a service  
37 contract to be performed at Bradley International Airport shall be  
38 subject to the following obligations:

39       (1) The awarding authority shall give advance notice to a contractor  
40 and the exclusive bargaining representative of any of the contractor's

41 employees, of the termination or nonrenewal of such service contract  
42 and shall provide the contractor and the exclusive bargaining  
43 representative with the name, telephone number and address of the  
44 successor contractor or contractors, if known. The terminated  
45 contractor shall, not later than three days after receipt of such notice,  
46 provide the successor contractor with the name, date of hire and  
47 employment occupation classification of each person employed by the  
48 terminated contractor at the site or sites covered by the service contract  
49 as of the date the terminated contractor receives the notice of  
50 termination or nonrenewal.

51 (2) On the date the service contract terminates, the terminated  
52 contractor shall provide the successor contractor with updated  
53 information concerning the name, date of hire and employment  
54 occupation classification of each person employed by the terminated  
55 contractor at the site or sites covered by the service contract, to ensure  
56 that such information is current up to the actual date of service  
57 contract termination.

58 (3) If the awarding authority fails to notify the terminated contractor  
59 of the identity of the successor contractor, as required by subdivision  
60 (1) of this subsection, the terminated contractor shall provide the  
61 information described in subdivision (2) of this subsection to the  
62 awarding authority not later than three days after receiving notice that  
63 the service contract will be terminated. The awarding authority shall  
64 be responsible for providing such information to the successor  
65 contractor as soon as the successor contractor has been selected.

66 (4) (A) Except as provided in subparagraph (D) of this subdivision,  
67 a successor contractor shall retain, for at least ninety days from the  
68 date of first performance of services under the successor service  
69 contract, all of the employees who were continuously employed by the  
70 terminated contractor at the site or sites covered by the service contract  
71 during the six-month period immediately preceding the termination or  
72 nonrenewal of such service contract, including any periods of layoff or  
73 leave with recall rights.

74 (B) Except as provided in subparagraph (D) of this subdivision, if  
75 the successor service contract is terminated prior to the expiration of  
76 such ninety-day period, then any contractor awarded a subsequent  
77 successor service contract shall be bound by the requirements set forth  
78 in this subsection to retain, for a new ninety-day period commencing  
79 with the onset of the subsequent successor service contract, all of the  
80 employees who were previously employed by any one or more of the  
81 terminated contractors at the site or sites covered by the service  
82 contract continuously during the six-month period immediately  
83 preceding the date of the most recently terminated service contract,  
84 including any periods of layoff or leave with recall rights.

85 (C) At least five days prior to the termination of a service contract,  
86 or at least fifteen days prior to the commencement of the first  
87 performance of service under a successor service contract, whichever is  
88 later, the successor contractor shall hand-deliver a written offer of  
89 employment in substantially the form set forth below to each such  
90 employee in such employee's native language or any other language in  
91 which such employee is fluent:

92 "IMPORTANT INFORMATION REGARDING YOUR  
93 EMPLOYMENT

94 To: .... (Name of employee)

95 We have received information that you are employed by .... (name of  
96 predecessor contractor) and are currently performing work at ....  
97 (address of worksite). .... (Name of predecessor contractor's) contract  
98 to perform .... (describe services under contract) at .... (address of  
99 worksite) will terminate as of .... (last day of predecessor contract) and  
100 it will no longer be providing those services as of that date.

101 We are .... (name of successor contractor) and have been hired to  
102 provide services similar to those of .... (name of predecessor  
103 contractor) at .... (address of worksite). We are offering you a job with  
104 us for a ninety-day probationary period starting .... (first day of  
105 successor contract) to perform the same type of work that you have

106 already been doing for .... (name of predecessor contractor) under the  
107 following terms:

108 Payrate (per hour): \$....

109 Hours per shift: ....

110 Total hours per week: ....

111 Benefits: ....

112 You must respond to this offer within the next ten days. If you want to  
113 continue working at .... (address of worksite) you must let us know by  
114 .... (no later than ten days after the date of this letter). If we do not  
115 receive your response by the end of business that day, we will not hire  
116 you and you will lose your job. We can be reached at .... (successor  
117 contractor telephone number).

118 Connecticut state law gives you the following rights:

119 1. You have the right with certain exceptions, to be hired by our  
120 company for the first ninety days that we begin to provide services at  
121 .... (address of worksite).

122 2. During this ninety-day period, you cannot be fired without just  
123 cause.

124 3. If you believe that you have been fired or laid off in violation of  
125 this law, you have the right to sue us and be awarded back pay,  
126 attorneys' fees and court costs.

127 From: .... (Name of successor contractor)

128 .... (Address of successor contractor)

129 .... (Telephone number of successor contractor)"

130 Each offer of employment shall state the time within which such  
131 employee must accept such offer but in no case shall that time be less

132 than ten days from the date of the offer of employment.

133 (D) The provisions of subparagraphs (A) and (B) of this subdivision  
134 shall not be construed to require a successor contractor to retain any  
135 employee whose attendance and performance records, while working  
136 under the terminated service contract, would lead a reasonably  
137 prudent employer to terminate the employee.

138 (5) If at any time a successor contractor determines that fewer  
139 employees are required to perform the successor service contract than  
140 were required by the terminated contractor, the successor contractor  
141 shall be required to retain such employees by seniority within each job  
142 classification, based upon the employees' total length of service at the  
143 affected site or sites.

144 (6) During such ninety-day period, the successor contractor shall  
145 maintain a preferential hiring list of employees eligible for retention  
146 pursuant to subdivision (4) of this subsection, who were not initially  
147 retained by the successor contractor, from which the successor  
148 contractor shall hire additional employees, if necessary.

149 (7) Except as provided under subdivision (5) of this subsection,  
150 during such ninety-day period, the successor contractor shall not  
151 discharge without just cause an employee retained pursuant to this  
152 section. For purposes of this subdivision, "just cause" shall be  
153 determined solely by the performance or conduct of the particular  
154 employee.

155 (8) If the performance of an employee retained pursuant to this  
156 section is satisfactory during the ninety-day period, the successor  
157 contractor shall offer the employee continued employment under the  
158 terms and conditions established by the successor contractor, or as  
159 required by law.

160 (c) (1) An employee displaced or terminated in violation of this  
161 section may bring an action in Superior Court against the awarding  
162 authority, the terminated contractor or the successor contractor, jointly

163 or severally, to recover damages for any violation of the obligations  
164 imposed under this section.

165 (2) If the employee prevails in such action, the court may award the  
166 employee (A) back pay, including the value of benefits, for each day  
167 during which the violation continues, that shall be calculated at a rate  
168 of compensation not less than the higher of (i) the average regular rate  
169 of pay received by the employee during the last year of employment in  
170 the same job occupation classification, or, if the employee has been  
171 employed for less than one year, the average rate of pay for the  
172 employee's entire employment multiplied by the average number of  
173 hours worked per day over the last four months of employment  
174 preceding the date of the violation, or (ii) the final regular rate of pay  
175 received by the employee at the date of termination multiplied by the  
176 average number of hours worked per day over the last four months,  
177 and (B) reinstatement to the employee's former position at not less  
178 than the most recent rate of compensation received by the employee,  
179 including the value of any benefits.

180 (3) If the employee prevails in such action, the court shall award the  
181 employee reasonable attorney fees and costs.

182 (4) Nothing in this subsection shall be construed to limit an  
183 employee's right to bring a common law cause of action for wrongful  
184 termination against the awarding authority, the terminated contractor  
185 or the successor contractor.

186 (d) Any awarding authority or contractor who knowingly violates  
187 the provisions of this section shall pay a penalty not to exceed one  
188 hundred dollars per employee for each day the violation continues."

This act shall take effect as follows:	
Section 1	July 1, 2002